

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:  MICHAEL DAVID SCOTT a/k/a The Crawford Group LLC a/k/a Macauley Family Realty Trust,  Debtor.	CHAPTER 7  BANK. CASE NO. 17-70045-JAD
MICHAEL DAVID SCOTT,  Plaintiff,  vs.  U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2004-AR7, OCWEN LOAN SERVICING, LLC, and KORDE & ASSOCIATES, P.C.,  Defendants,	ADVERSARY NO. 17-07028 JAD
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2004-AR7, OCWEN LOAN SERVICING, LLC, and KORDE & ASSOCIATES, P.C.,  Counter-Claimant,  v.  MICHAEL DAVID SCOTT,  Counterclaim-Defendant.	

<p>MICHAEL DAVID SCOTT, Plaintiff, v. U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-AR7, Defendant.</p>	<p>ADVERSARY NO. 17-07050 JAD</p>
<p>U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2004-AR7, Plaintiff, v. EUNICE M. SCOTT, Defendant.</p>	<p>ADVERSARY NO. 18-07005</p>

DECLARATION OF John W. Wildrick

I, John W. Wildrick, being duly sworn, declare (the "*Declaration*") pursuant to 28 U.S.C. § 1746, that the following facts are true and correct to the best of my knowledge, information and belief:

1. I am over 18 years of age. In connection with making this Declaration, I have personally examined GreenPoint Mortgage Funding, Inc.'s (hereinafter "GreenPoint") business records associated with the loan identified below. As a result of this review, I know the facts set

forth in this Declaration based upon my own personal knowledge and if called and sworn as a witness could competently testify thereto.

2. I am employed as Assistant Vice President of GreenPoint.

3. I make this Affidavit in support of U.S. Bank, National Association, as Trustee for Credit Suisse First Boston Mortgage Securities Corp., Mortgage Pass Through Certificates, Series 2004-AR7 ("US Bank").

4. GreenPoint originated and previously serviced a mortgage loan made to Michael David Scott and Eunice M. James-Scott dated April 26, 2004 (hereinafter "Loan") that is subject to these actions.

5. I am an adult individual and am competent to testify.

6. In preparation of this Declaration, I reviewed GreenPoint business records related to the Loan more specifically described:

GreenPoint Loan No.: \*\*\*\*\*2055

Borrowers: Michael David Scott and Eunice M. James-Scott ("Borrowers")

Property Address: 40 Old Stable Road, Mansfield, MA 02048 ("Property")

7. In the regular performance of my job functions, I have access to and am familiar with business records maintained by GreenPoint for the purpose of servicing mortgage loans, including the Loan. These records (which include but are not limited to, data compilations, electronically imaged documents, and others) were made at or near the time of the events or activities reflected in such records by, or from information provided by, persons with knowledge of the activities and transactions reflected in such records, and are kept in the course of business activity conducted regularly by GreenPoint ("Records"). It is the regular practice of

GreenPoint's mortgage servicing business to create and maintain these records. In connection with executing this affidavit, I reviewed and relied upon the Records.

11. GreenPoint originated the Loan on April 26, 2004, and then serviced the Loan from April 26, 2004 through December 1, 2008, when servicing was transferred to Bank of America. On or about March 1, 2014, the servicing rights to the Loan were transferred and servicing of the Loan was transferred to Ocwen Loan Servicing, LLC.

12. The Loan was evidenced by a Promissory Note dated April 26, 2004 and signed by the Borrowers (the "*Note*"), a true and correct copy of which is attached hereto as **Exhibit A**.

12. GreenPoint was in possession of the original Note on May 10, 2004.

13. The original Note was subsequently lost, and on June 2, 2004, GreenPoint executed a Lost Note Affidavit attached hereto as **Exhibit B**.

14. GreenPoint was in possession of the original Note when it was lost.

15. The Lost Note Affidavit contains a scrivener's error and incorrectly reflects an original value of the Promissory Note as \$25,000. The original value of the Promissory Note was \$636,000.00.

16. US Bank is acting on behalf of GreenPoint as Note holder.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed this 21<sup>st</sup> day of June, 2018.

BY:

John W. Wildrick  
Assistant Vice President